

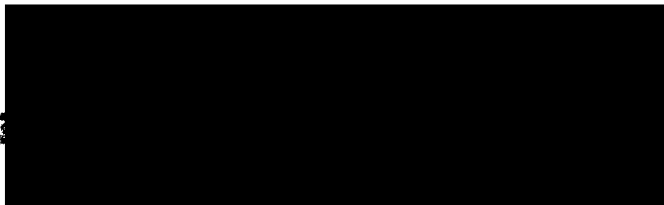
C E R T I F I C A T E

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I, _____, certify that I am
the TREASURER of the Corporation named
as Contractor herein; that _____ who
signed this contract on behalf of the Contractor was then EXECUTIVE
VICE PRESIDENT of said Corporation; that said contract was
duly signed for and in behalf of said Corporation by authority of its
governing body, and is within the scope of its Corporate powers.

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_____(Corporate Seal)

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SCHEDULE INDEX

	<u>Page</u>
SECTION A - SUPPLIES AND SERVICES TO BE FURNISHED . .	1
SECTION B - CONSIDERATION AND PAYMENT	1
SECTION C - DELIVERY	1
SECTION D - PRICE REDETERMINATION	1
SECTION E - PROGRESS PAYMENTS	3
SECTION F - ADVANCE PAYMENT	5
SECTION G - SPECIAL SECURITY RESTRICTIONS	10
SECTION H - PACKING OF ITEMS DELIVERED	10
SECTION I - SUBCONTRACTS FOR WORK OR SERVICES	10
SECTION J - GOVERNMENT FURNISHED EQUIPMENT	11
SECTION K - ANTICIPATORY COSTS	12
SECTION L - LETTER CONTRACT SUPERSEDED	12

SCHEDULE

SECTION A - SUPPLIES AND SERVICES TO BE FURNISHED

The Contractor shall perform all work and services incident to the production of, and shall furnish and deliver the items of equipment set forth in the attached Schedules No. I, II, and III, such Schedules being a part of this Schedule under the contract.

SECTION B - CONSIDERATION AND PAYMENT

In accordance with Section E of this Schedule entitled "Progress Payments", and subject to redetermination of the price in accordance with Section D of this Schedule entitled "Price Redetermination", the Government shall pay the Contractor upon satisfactory performance of this contract, as full payment for the equipment to be furnished by the Contractor hereunder, the amount of [REDACTED] which amount is the total of the prices set forth in Schedules I, II, and III, hereto. *Thru Amend 7 = [REDACTED]* *See Page 4 b*

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SECTION C - DELIVERY

Deliveries under this contract shall be made f.o.b. Contractor or Subcontractors' plants for shipment under Government Bills of Lading or such other method as directed by the Contracting Officer. Delivery shall be made in accordance with the delivery schedule set forth in Schedules I, II, and III, hereof.

SECTION D - PRICE REDETERMINATION

(1) Because of the nature of the work called for in Schedules I, II, and III of this contract and the great uncertainty as to the cost of performance hereunder, the parties agree that the contract price fixed in Schedules I, II, and III hereof may be increased or decreased in accordance with the provision of this clause.

(2) Within 60 days after the completion or termination of this contract, the Contractor will file with the Contracting Officer a statement showing, in such form and detail as the Contracting Officer may prescribe, the Contractor's cost of producing the supplies or furnishing the services called for hereunder, together with such other information as may be pertinent in the negotiations for a redetermined price pursuant to this clause. Such statement of cost shall fairly reflect the normal operation of the Contractor's cost system. The Contracting Officer shall have the right at all reasonable times to make or cause to be made such examinations and audits of the Contractor's

SECRET

books, records and accounts as he may request. The Contractor further agrees to include in each of his subcontracts which is on a cost or cost-plus-a-fixed fee or a price redetermination basis a provision to the effect that the subcontractor agrees (i) to submit to the Contracting Officer such cost data as may be required for price redetermination, (ii) to permit the Contracting Officer to make or cause to be made such examination and audits of the books, records and accounts as the Contracting Officer may deem necessary, and (iii) to include a like provision in each of his subcontracts which is on a cost or cost-plus-a-fixed-fee or a price redetermination basis.

(3) Upon the filing of the statement and other pertinent information required by paragraph (2) of this clause, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon a reasonable redetermined price for the entire contract which, upon the basis of such statement and other pertinent information, will constitute fair and just compensation to the Contractor for the performance of this contract. In determining the extent of any estimated allowance for profit to be taken into account in fixing such redetermined price, consideration will be given to the extent to which the Contractor has performed the contract with efficiency, economy, and ingenuity. In no event shall the redetermined price exceed the sum of [REDACTED]. The redetermined price shall be evidenced by a supplemental agreement to this contract. *Through Amendment 9 = [REDACTED]*

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(4) If within 60 days after the completion or termination of this contract, the parties shall fail to agree upon a redetermined price (which term, for the purpose of this clause, shall include direct costs, indirect costs and profit) in accordance with the provisions of this clause, the failure to agree shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(5) In the event of a price increase the Government will pay or credit to the Contractor the amount by which the redetermined price shall exceed the contract price aforesaid. In the event of a decrease in price the Contractor will repay or credit the amount of such decrease to the Government in such manner as the Contracting Officer may direct.

(6) For any of the purposes of the clause of this contract entitled "Termination for Convenience of the Government" (including without limitation, computation of "the total contract price" and "the contract price of work not terminated"), the contract price

SECRET

shall be the redetermined contract price agreed upon under paragraph (3) of this clause or determined under paragraph (4) of this clause, as the case may be.

SECTION E - PROGRESS PAYMENTS

Progress payments, which are hereby defined as payments made as work progresses under this contract upon the basis of (i) costs incurred, (ii) percentage of completion accomplished, or (iii) a particular stage of completion, may be made upon the following terms and conditions.

~~(1) The Contracting Officer may, from time to time, authorize progress payments to the Contractor upon property acquired or produced by it for the performance of this contract: PROVIDED, that such progress payments shall not exceed 90 percent of the costs to the Contractor of direct labor and material and/or component parts purchased for that property upon which payment is made, which costs shall be determined from evidence submitted by the Contractor and which must be such as is satisfactory to the Contracting Officer; PROVIDED FURTHER, that in no event shall the total of unliquidated progress payments (see (3) below) and of unliquidated advance payments if any, made under this contract, exceed 80 percent of the total contract price of supplies still to be delivered.~~

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(2) Upon the making of any progress payment under this contract, title to all parts, materials, inventories, work in progress and nondurable tools theretofore acquired or produced by the Contractor for the performance of this contract, and properly chargeable thereto under sound accounting practice, shall forthwith vest in the Government; and title to all like property thereafter acquired or produced by the Contractor for the performance of this contract and properly chargeable thereto as aforesaid shall vest in the Government forthwith upon said acquisition or production: PROVIDED, that nothing herein shall deprive the Contractor of any further progress or final payments due or to become due hereunder; or relieve the Contractor or the Government of any of their respective rights or obligations under this contract.

(3) In making payment for the supplies furnished hereunder, there shall be deducted from the contract price therefor a proportionate amount of the progress payments theretofore made to the Contractor, under the authority herein contained.

(4) It is recognized that property (including, without limitation, completed supplies, spare parts, drawings, information, partially completed supplies, work in process, materials, fabricated parts and

SECRET

other things called for herein) title to which is or may hereafter become vested in the Government pursuant to this clause will from time to time be used by or put in the care, custody or possession of the Contractor in connection with the performance of this contract. The Contractor, either before or after receipt of notice of termination at the option of the Government, may acquire or dispose of property to which title is vested in the Government under this clause, upon terms approved by the Contracting Officer: PROVIDED, That after receipt of notice of termination, any such property that is a part of termination inventory may be acquired or disposed of only in accordance with the provisions of the clause of this contract entitled Termination for Convenience of the Government and applicable laws and regulations. The agreed price (in case of acquisition by the Contractor) or the proceeds received by the Contractor (in case of any other disposition), shall, to the extent that such price and proceeds do not exceed the unliquidated balance of progress payments hereunder, be paid or credited to the Government as the Contracting Officer shall direct; and such unliquidated balance shall be reduced accordingly. Current production scrap may be sold by the Contractor without approval of the Contracting Officer but the proceeds will be applied as provided in this paragraph (4), provided that any such scrap which is a part of termination inventory may be sold only in accordance with the provisions of the Termination for Convenience of the Government of this contract and applicable laws and regulations. Upon liquidation of all progress payments hereunder or upon completion of deliveries called for by this contract, title to all property (or the proceeds thereof) which has not been delivered to and accepted by the Government under this contract or which has not been incorporated in supplies delivered to and accepted by the Government under this contract and to which title has vested in the Government under this clause shall vest in the Contractor.

(5) The clause of this contract captioned "Liability for Government-Furnished Property" and any other provision of this contract defining liability for Government-Furnished Property shall be inapplicable to property to which the Government shall have acquired title solely by virtue of the provisions of this clause. The provisions of this clause shall not relieve the Contractor from risk of loss or destruction of or damage to property to which title vests in the Government under the provisions hereof.

(6) If this contract (as heretofore or hereafter supplemented or amended) contains provisions for Advance Payments, and in addition if at the time any progress payment is to be made to the Contractor under the provisions of this progress payments clause any

SECRET

unliquidated balance of advance payments is outstanding, then notwithstanding any other provision of the Advance Payments Clause of this contract the net amount, after appropriate deduction for liquidation of the advance payment, of such progress payment shall be paid to the Contractor.

SECTION F - ADVANCE PAYMENT

(1) **AMOUNT OF ADVANCE.** At the request of the Contractor, and subject to the conditions hereinafter set forth, the Government shall make an advance payment to the Contractor. No advance payment shall be made (i) without the approval of the Contracting Officer as to the financial necessity therefor; (ii) in an amount which together with all advance payments theretofore made, shall exceed the amount stated in paragraph (9)(a) below; (iii) without a properly certified invoice or invoices.

(2) **RETURN OF FUNDS.** The Contractor may at any time repay all or any part of the funds advanced hereunder and shall at any time, if so requested in writing by the Contracting Officer, repay to the Government such part of the unliquidated balance of the advance payment as shall in the opinion of the Contracting Officer be in excess of current requirements.

(3) **LIQUIDATION.** The advance payment made hereunder shall be liquidated in the manner set forth in paragraph (9)(d) below and as hereinafter provided. If upon the completion of the contract or the termination thereof, the advance payment made to the Contractor hereunder has not been fully liquidated, the balance thereof shall be deducted from any payments otherwise due or which may become due to the Contractor from the Government, and, if the sum or sums due or which may become due to the Contractor from the Government are insufficient to cover such balance, the deficiency shall be paid by the Contractor to the Government upon demand.

(4) **LIEN ON PROPERTY UNDER CONTRACT.** Any and all advance payments made under this contract shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, upon the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other provision of this contract, or otherwise, shall have valid title to such supplies, materials, or other property as against other creditors of the Contractor. The Contractor shall identify by marking or segregation all property which is subject to a lien in favor of the Government by virtue of any provision of this contract in such a way as to indicate that it is subject to such lien and that it has been

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acquired for or allocated to the performance of this contract. If for any reason such supplies, materials, or other property are not identified by marking or segregation, the Government shall be deemed to have a lien to the extent of the Government's interest under this contract on any mass of property with which such supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over such property on its books and records. If at any time during the progress of the work on the contract it becomes necessary to deliver any item or items and materials upon which the Government has a lien as aforesaid to a third person, the Contractor shall notify such third person of the lien herein provided and shall obtain from such third person a receipt, in duplicate, acknowledging, inter alia, the existence of such lien. A copy of each receipt shall be delivered by the Contractor to the Contracting Officer. If this contract is terminated in whole or in part and the Contractor is authorized to sell or retain termination inventory acquired for or allocated to this contract, such sale or retention shall be made only if approved by the Contracting Officer, which approval shall constitute a release of the Government's lien hereunder to the extent that such termination inventory is sold or retained, and to the extent that the proceeds of the sale, or the credit allowed for such retention on the contractor's termination claim, is applied in reduction of the advance payment then outstanding hereunder.

(5) **INSURANCE.** The Contractor represents and warrants that it is now maintaining with responsible insurance carriers, (i) insurance upon its own plant and equipment against fire and other hazards to the extent that like properties are usually insured by others operating plants and properties of similar character in the same general locality; (ii) adequate insurance against liability on account of damage to persons or property; and (iii) adequate insurance under all applicable workmen's compensation laws. The Contractor agrees that, until work under this contract has been completed and the advance payment made hereunder has been liquidated, it will (i) maintain such insurance; (ii) maintain adequate insurance upon any materials, parts, assemblies, sub-assemblies, supplies, equipment and other property acquired for or allocable to this contract (except property to which the Government has title under any of the other provisions of this contract); and (iii) furnish such certificates with respect to its insurance as the Contracting Officer may from time to time require.

(6) **DEFAULT PROVISIONS.** Upon the happening of any of the following events of default, (i) termination of this contract by reason of fault of the Contractor; (ii) failure of the Contractor to observe any of the covenants, conditions or warranties of these provisions;

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(iii) appointment of a trustee, receiver or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization, arrangement or liquidation proceedings by or against the Contractor; (iv) the commission of an act of bankruptcy; the Government, without limiting any rights which it may otherwise have, may, in its discretion and upon written notice to the Contractor, take any or all of the following actions as it may deem appropriate in the circumstances; (a) charge interest on the advance payment outstanding during the period of any such event of default at the rate of six percent (6%) per annum; (b) demand immediate repayment of the unliquidated balance of the advance payment hereunder; or (c) take possession of and, with or without advertisement, sell at public sale at which the Government may be the purchaser, or at a private sale, all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to such sale, apply the net proceeds of such sale in reduction of the unliquidated balance of the advance payment hereunder.

(7) PROHIBITION AGAINST ASSIGNMENT. Notwithstanding any other provisions of this contract, the Contractor shall not transfer, pledge, or otherwise assign this contract, or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust company or other financing institution, until the advance payment made under this contract has been fully liquidated.

(8) FINANCIAL INFORMATION. The Contractor shall furnish to the Contracting Officer signed or certified balance sheets and profit and loss statements quarterly, or at such other intervals as may be required and such other financial information concerning the operation of the Contractor's business as may be requested. The Contractor shall afford to authorized representatives of the Government proper facilities for inspection and audit of the Contractor's financial records and accounts.

(9) DESIGNATIONS AND DETERMINATIONS.

(a) Amount. The aggregate amount of the advance payments to be made hereunder shall not exceed \$250,000.00.

(b) Interest Charge. The Contractor shall charge interest at the rate of five percent (5%) per annum on subadvances or down-payments to subcontractors, and such interest will be credited to the account of the Government. However, interest need not be charged on sub-advances on nonprofit subcontracts with nonprofit education or research institutions for experimental, research or development work.

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(c) Use of Funds. The advance payment shall be used solely for the purposes of making payments, for direct materials, direct labor, and administrative and overhead expenses required for the purposes of this contract (including, without limitation, payments incident to termination for the convenience of the Government) and properly allocable thereto in accordance with generally accepted accounting principles or for the purpose of reimbursing the Contractor for such payments.

25X1A1c (d) Liquidation. If not otherwise liquidated, the advance payments made hereunder and interest charges, if any, shall be liquidated as herein provided. When the sum of all payments under this contract, other than advance payments, plus the unliquidated amount of such advance payments made to the Contractor under this contract and interest charges, if any, due the Government are equal to 85 percent of the stated contract price of [REDACTED] or such lesser amount to which the contract price may have been reduced, plus (i) increases, if any (not resulting from any provisions for price redetermination or escalation), in the above stated contract price not exceeding, in the aggregate [REDACTED] and (ii) all increases in contract price resulting from any provisions for price redetermination or escalation, the Government shall thereafter withhold further payments to the Contractor and apply the amounts withheld against the Contractor's obligation to repay such advance payments made hereunder and interest charges, if any, until such advance payments and interest charges, if any, shall have been fully liquidated.

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(10) OTHER SECURITY. The terms of this contract shall be considered adequate security for advance payments hereunder, except that if at any time the Contracting Officer deems the security furnished by the Contractor to be inadequate, the Contractor shall furnish such additional security as may be satisfactory to the Contracting Officer to the extent that such additional security is available.

(11) REPRESENTATIONS AND WARRANTIES. To induce the making of the advance payments, the Contractor represents and warrants that:

(a) The balance sheet, the profit and loss statement and any other supporting financial statements, heretofore furnished to the Contracting Officer, fairly reflect the financial condition of the Contractor at the date shown on said balance sheet and the results of the operation for the period covered by the profit and loss statement, and since said date there has been no materially adverse change in the financial condition of the Contractor.

(b) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the above statements.

(c) The Contractor, apart from liability resulting from the renegotiation of defense production contracts, has no contingent liabilities not provided for or disclosed in the financial statements furnished to the Contracting Officer.

(d) None of the provisions herein contravenes or is in conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(e) The Contractor has the power to enter into this contract and accept advance payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this contract.

(f) None of the assets of the Contractor is subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor to the Contracting Officer. There has been no assignment of claims under any contract affected by these advance payment provisions, or if there has been any assignment, such assignments have been terminated.

(g) All information furnished by the Contractor to the Contracting Officer in connection with each request for advance payments is true and correct.

(h) These representations and warranties shall be continuing, and shall be deemed to have been repeated by the submission of each invoice for advance payments.

(12) SUB-ADVANCES. Subject to the prior written approval of the Contracting Officer, funds from the advance payment may be used by the Contractor to make advance payments or down payments to subcontractors and materialmen in advance of performance by the subcontractor or materialman. Such sub-advances shall not exceed 75 per cent of the subcontract price or estimated cost as the case may be, and the subcontractors or materialmen to whom such advances are made shall furnish adequate security therefor. Unless other security is required by the Contracting Officer, covenants in subcontracts, expressly made for the benefit of the Government, shall provide for a Government lien, paramount to all other liens, on all property under such subcontract.

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SECTION G - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary. The Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

SECTION H - PACKING OF ITEMS DELIVERED

The items delivered under this contract shall be packed for domestic shipment in accordance with standard commercial practices.

SECTION I - SUBCONTRACTS FOR WORK OR SERVICES

(1) No contract shall be made by the Contractor with any other party for furnishing any of the completed or substantially completed articles, spare parts or work, herein contracted for, without the written approval of the Contracting Officer as to sources.

(2) The Contractor shall give specific advance notification to the Contracting Officer of any proposed subcontract hereunder which (i) is on a cost or cost-plus-a-fixed-fee basis, or (ii) is on a fixed-price basis exceeding in dollar amount either \$25,000 or five percent (5%) of the total amount of this contract.

(3) The Contractor shall not, without the prior written consent of the Contracting Officer, place any subcontract which (i) is on a cost or cost-plus-a-fixed-fee basis, or (ii) is on a fixed-price basis exceeding in dollar amount either \$25,000 or five percent (5%) of the total amount of this contract, or (iii) provides for the fabrication, purchase, rental, installation or other acquisition, of any item of industrial facilities, or of special tooling having a value in excess of \$1,000, or (iv) is on a time-and-material or labor-hour basis. The Contracting Officer may, in his discretion, ratify in writing any such subcontract; such action shall constitute the consent of the Contracting Officer as required by this paragraph (3).

(4) The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(5) The Contracting Officer may, in his discretion, specifically approve in writing any of the provisions of a subcontract. However, such approval or the consent of the Contracting Officer obtained as required by this clause shall not be construed to constitute a determination of the acceptability of the subcontract price, unless such approval specifically provides that it constitutes a determination of the acceptability of the subcontract price.

(6) The Contracting Officer may approve all or any part of the Contractor's purchasing system and from time to time rescind or reinstate such approval. Such approval shall be deemed to fulfill the requirements for obtaining the Contracting Officer's consent to subcontracts as prescribed in paragraph (3) above.

SECTION J - GOVERNMENT FURNISHED EQUIPMENT

The Government shall furnish the Contractor with the following equipment which shall be referred to as "GFE" or "CFE" throughout this contract. The equipment shall be subject to the provisions of the clause of this contract entitled "Government-Furnished Property" (Paragraph 28 of the General Provisions).

<u>Item</u>	<u>Nomenclature</u>	<u>Stock No.</u>	<u>A-1</u> 0	<u>A-2</u> (3)	<u>B</u> (6)	<u>Stock</u> <u>Spares</u>	<u>Mfg.</u> <u>Spares</u>	<u>Total</u>
1	K-38 Camera Body (Fairchild)	AF 8400- 098948		9				9
2	2 1/2" Lens Cone (K-38) (with Pac Optical Lens) (Fairchild)	AF 8400- 456050		9				9
3	Magazine A-8B (Houston-Fearless)	AF 8400- 520321		9		9	1	19
4	Magazine A-9B (Hyton)	AF 8400- 520322				9	1	10
5	Motor Drive K-38 (Fairchild)	AF 8400- 537650				6		6
6	Case Drive K-38 (Fairchild)	AF 8400- 231460				6		6

Item	Nomenclature	Stock No.	A-1 0	A-2 (3)	B (6)	Stock Spares	Mfg. Spares	Total
7	Shutter Assembly K-38 (Fairchild)	AF 8400- 789835			3	72	5	80
8	Leaf Assembly (Fairchild)	AF 8400- 449500				225	10	235
9	Shaft-Cam Shutter (Fairchild)	FCI #653- 105					5	5
10	Spring-Shutter Cam Operating (Fairchild)	FCI #H130-67				225		225
11	Lever Assembly - Shutter Cam Stop (Fairchild)	FCI #B132- R26					5	5
12	Latch Assembly - Cam Stop Trip (Fairchild)	FCI #A156- G20					5	5
13	Gear - Clutch (HF)	HF #3041280					15	15

add items 14 & 15 from 2 F Annex 3 -
 For itemization of Government Furnished Equipment required for support of the overhaul program (SCHEDULE III) see List No. I dated 23 October 1956, and entitled "Factory Maintenance Spares". The above mentioned list is incorporated herein by reference and made a part hereof. Said list may be revised from time to time as and when the parties hereto agree upon the quantity and description of spare parts to be furnished for the overhaul program.

SECTION K - ANTICIPATORY COSTS

All costs, which have been incurred by the contractor in anticipation of this contract and prior to its signing, and which if incurred after signing would have been considered as allowable items of cost for this project, shall be considered as allowable items of costs hereunder.

SECTION L - LETTER CONTRACT SUPERSEDED

This is the Definitive Contract contemplated by the Letter Contract issued by the Government and accepted by the Contractor on 29 June 1956, and supersedes said Letter Contract. Work performed and payments made, if any, under said Letter Contract shall be deemed to be work performed and payments made under this Definitive Contract. The date of the Letter Contract shall govern for the determination of the priority status of this Definitive Contract. In the event of conflict between this Definitive Contract and said Letter Contract, this Definitive Contract shall prevail.

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Approved For Release 2000/04/18 : CIA-RDP81B00879R000500050135-7

SECRET

I N D E X

1.	DEFINITIONS	1
2.	CHARGES	1
3.	EXTRAS	2
4.	INSPECTION AND ACCEPTANCE	30
5.	RESPONSIBILITY FOR SUPPLIES	2
6.	PAYMENTS	2
7.	ASSIGNMENT OF CLAIMS	2
8.	FEDERAL, STATE AND LOCAL TAXES	3
9.	DEFAULT	4
10.	DISPUTES	6
11.	BUY AMERICAN ACT	6
12.	CONVICT LABOR	7
13.	NIGHT-HOUR LAW OF 1912	7
14.	WALSH-HEALEY PUBLIC CONTRACTS ACT	8
15.	NONDISCRIMINATION IN EMPLOYMENT	8
16.	OFFICIALS NOT TO BENEFIT	8
17.	COVENANT AGAINST CONTINGENT FEES	8
18.	REPORTING OF ROYALTIES	9
19.	NOTICE AND ASSISTANCE REGARDING PATENT INFRINGEMENT	11
20.	AUTHORIZATION AND CONSENT	11
21.	PATENT RIGHTS	11
22.	FILING OF PATENT APPLICATIONS	18
23.	COPYRIGHT	18
24.	GRATUITIES	19
25.	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT	19
26.	EXAMINATION OF RECORDS	24
27.	MILITARY SECURITY REQUIREMENTS	24
28.	GOVERNMENT-FURNISHED PROPERTY	26
29.	EMPLOYMENT OF ALIENS	30
30.	UTILIZATION OF SMALL BUSINESS CONCERNS	30
31.	ALTERATIONS IN CONTRACT	30